to an alien, and the court based its decision on the ground that annexation was an act of state and the judiciary had no authority to question the validity of such acts. Mr. Westlake admits the correctness of the constitutional principle that in England executive acts are not subject to review by the courts, but he points out that the court would not have been attacking the validity of the act of state by granting the petition. The court should have recognized the validity of the annexation, but should have then proceeded to decide what consequences followed the act. By holding that the new government became successor to the obligations of the old, the court would not have encroached upon the prerogatives of the Crown, as the state department had made no pronouncement on the subject. The writer traces the growth of the doctrine which resulted in the decision under discussion, and his investigations show that the court made an unfortunate application of a *dictum* in an earlier English case. The English law, as it now stands, seems to be in opposition to that of this country. The United States Supreme Court has no authority to interfere with executive acts as long as they are constitutional, yet it does not hesitate to assume jurisdiction over cases involving the consequences of those acts, and to apply the rules of international law, even though the United States is one of the parties whose rights are involved. See *United States* v. *Percheman*, 7 Pet. (U. S.) 51.

THE LAW RELATING TO "TIED HOUSES." — An English writer in a recent article raises the question whether an agreement by the owner of a public house to purchase all beer sold therein from a particular brewer is binding upon a grantee of the premises who takes with notice of this agreement. *The Law Relating to "Tied Houses,"* 50 Sol. J. 152 (Jan. 6, 1906). In the leading case upon the general topic, Tulk *v.* Moxhay (2 Ph. 774), a covenant by a grantee not to build upon land conveyed, made for the benefit of adjoining property, was held to bind a subsequent purchaser with notice. The writer sets forth two possible theories as to the doctrine of this case: — (1) that it depends on contract and is a burden on the conscience of the assignee; and (2) that it creates an equitable burden on the land analogous to a negative easement. A deliberate choice is made in favor of the latter of these views, as being the one adopted by the later English authorities. See *London & South-Western Railway Co.* v. *Gomm*, 20 Ch. Div. 562, 583; *Formby* v. *Barker*, [1903] 2 Ch. 539, 552. Particular emphasis is laid upon the analogy of the negative easement, which is regarded as perfectly applicable, with the one exception that a restrictive covenant will not follow the land in equity in the absence of notice to the purchaser, whereas a negative easement is binding irrespective of notice. Except, therefore, where a restrictive covenant as to the use of land would run with the land at law, the contention is that no equitable burden is imposed upon a purchaser with notice where the relation of dominant and servient tenements did not subsist as the basis of the original restrictive agreement. Since an agreement by the owner of a public house to buy beer from a particular brewer is for the benefit of an individual or his business, and not for the benefit of a dominant estate, the conclusion is reached that no burden follows the premises into the hands of a purchaser with notice. The writer confesses the existence of substantial authority to the contrary, but submits that the strong *dicta* of later decisions point to an overthrow of these earlier cases. *Cf. John Brothers* v. *Holmes*, [1900] 1 Ch. 188; *Noakes* v. *Rice*, [1902] A. C. 32, 35, 36.

Doubt is cast upon the conclusion here reached by the weakness of the premise, for issue must be taken with the contention that an equitable burden arises only where the analogy of common law easements applies. The doctrine seems to be based rather on the broad equitable principle that where an agreement is made touching property which equity will specifically enforce, an equity is attached to that property which follows it into the hands of a purchaser with notice. For a discussion of the principles involved, see 5 HARV. L. REV. 274; 17 HARV. L. REV. 174, 415.

ACCEPTANCE OF AN OFFER BY POST. *Priyanath Sen.* Approving the discussion in 17 HARV. L. REV. 342, and containing an excellent treatment of the topic. 3 Calcutta L. J. 1 n.

ARE A KNOWLEDGE OF AN OFFER AND INTENT TO ACCEPT ESSENTIAL TO THE RECOVERY OF A REWARD OFFERED? *Hugh Evander Willis.* Maintaining that a knowledge of the offer and intent to accept are essential to recover a reward, since the right arises out of a contractual relation. 62 Cent. L. J. 105.

BAR IN FRANCE, THE. PART I. *Edward S. Cox-Sinclair.* A brief history of the French Bar. 31 L. Mag. & Rev. 171.

BREACH IN THE DOCTRINE OF RENVOI, A. *Oliver E. Bodington.* Discussing a French case of 21st Dec., 1905, which, following an English Chancery case of 1903, has overruled the rule of renvoi regarding succession to personalty. 120 Law T. 237.

CHANGES IN THE LAW OF HUSBAND AND WIFE. *Alfred Fellows.* 22 L. Quar. Rev. 64.

FALSE PASSPORTS CASE, THE. *Herman Cohen.* 22 L. Quar. Rev. 34. See *supra.*

FORTY PROPOSITIONS IN THE LAW OF NEUTRALITY. *T. Baty.* 31 L. Mag. & Rev. 160.

ELEVENTH AMENDMENT TO THE CONSTITUTION, THE. *George C. Lay.* Disapproving on historical grounds the position of the Supreme Court of the United States in interpreting the Eleventh Amendment to the Constitution. 6 (The) Brief 1. *Cf.* 17 HARV. L. REV. 483.

EXAMINATIONS BEFORE TRIAL TO FRAME PLEADINGS. I. *Raymond D. Thurber.* 4 Bench & Bar 11.

GROWTH OF HAGUE IDEALS, THE. *Hannis Taylor.* Favoring the approval of the arbitration treaties in the form not requiring each agreement for arbitration to be submitted to the Senate. 40 Am. L. Rev. 1. *Cf.* 19 HARV. L. REV. 69.

INJUNCTIONS AGAINST STRIKES. *James Wallace Bryan.* Analyzing the instances where the officers of a labor union will be enjoined from ordering a strike. 40 Am. L. Rev. 42.

IS INTERNATIONAL LAW A PART OF THE LAW OF ENGLAND? *J. Westlake.* 22 L. Quar. Rev. 14. See *supra.*

LAW OF BANK CHECKS, A PRACTICAL SERIES ON THE. IV., NEGOTIATION. *Anon.* 23 Bank. L. J. 95.

LAW RELATING TO "TIED HOUSES, THE." *Anon.* 50 Sol. J. 152. See *supra.*

MUNICIPAL BENEFIT AND PENSION FUNDS. *Glenda Burke Slaymaker.* An elaborate digest of cases bearing upon the constitutionality and effect of statutes requiring municipalities to pension employees. 62 Cent. L. J. 85.

MUNICIPAL ORDINANCES AND CONTRACTS FOR THE REMOVAL AND DISPOSITION OF GARBAGE, ETC., involving their Reasonableness, Restraint of Trade and Monopoly, and Interference with Property and Personal Rights. *Eugene M. McQuillin.* Extensive collection of authorities. 62 Cent. L. J. 64.

NOTES ON MAINE'S "ANCIENT LAW." *Frederick Pollock.* 22 L. Quar. Rev. 73.

ORIGIN OF ENGLISH LAND TENURES. *Frederick C. Bryan.* Tracing English tenures to a Roman law origin, and rejecting the view that English tenures sprang from German institutions or were developed on German principles. 40 Am. L. Rev. 9.

POWER OF CONGRESS TO REGULATE CORPORATIONS. *Chauncy J. Hamlin.* 6 (The) Brief 14.

PROVINCE OF THE JUDGE AND OF THE JURY, THE. II. *G. Glover Alexander.* Dealing with two ancient trials, those of Throckmorton and of Lillburn. 31 L. Mag. & Rev. 184.

SHOULD THE GRAND JURY SYSTEM BE ABOLISHED? *George Lawyer.* Nine-page argument against grand jury system, partly historical and arguing that *cessante ratione legis cessat et ipsa lex.* 15 Yale L. J. 178.

SPECIFIC PERFORMANCE BY INJUNCTION. *Clarence D. Ashley.* 6 Columbia L. Rev. 82. See *supra.*

THEORY AND DOCTRINE OF TORT. *Melville M. Bigelow.* 18 Green Bag 64.

WRITTEN AND UNWRITTEN CONSTITUTIONS IN THE UNITED STATES. *Emlin McClain.* 6 Columbia L. Rev. 69.